

## Master Services Agreement

This Master Services Agreement is entered into on this 27<sup>th</sup> day of July, 2016, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and [CONTRACTOR], with its principle place of business located at [ADDRESS], ("Contractor"). Associated Diversified Services Inc.  
2910 Hwy 31 NW Hartselle AL 35640

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Contractor is a company offering construction and maintenance services.

The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

### Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Contractor to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Contractor to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project- specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Contractor.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

### Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of four years from the

effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to four additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

### **Section 3. Compensation and Payment**

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Contractor.

Prices as stated in Schedule A will be firm for the first two years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

### **Section 4. Independent Contractor Status.**

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it



shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

#### **Section 5. Standard of Care.**

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

#### **Section 6. Insurance**

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the contractor must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best's Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Contractor shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

- (a) **Workers Compensation and Employers Liability.** This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be, at a minimum, as follows: Workers' Compensation- Statutory; Employer's Liability- \$100,000 each.
- (b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.
- (c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.

- (d) **Professional Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating member against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.
- (e) **Additional Insured.** All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.
- (f) **Waiver of Subrogation.** The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

## **Section 7. Indemnification**

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct.



## Section 8. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

8PS  
8-25-16  
IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

CONTRACTOR

By:

Nicholas P. Guarnello

By:

Xeni James

**Schedule A**



## BID FORMS & PRICING

## **DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:


***Project: FMPA RFP# 2016-202***

Associated Diversified Services Inc.

**Firm**

05/17/2016

**Date**

  
Authorized Signature

Executive Manager Contracts

**Officer Title**

Kelli James

**Printed or Typed Name**



**EXCEPTIONS & CLARIFICATIONS**  
**FMPA RFP 2016-202**

  x   We DO NOT take exception to any items included in the RFP.

       We TAKE exception as follows:

---

---

---

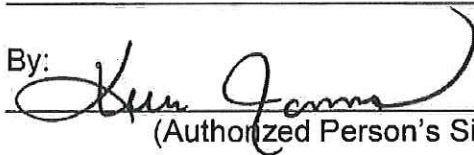
---

---

---

Company Name: Associated Diversified Services Inc.

By:



(Authorized Person's Signature)

Kelli James Executive Manager of Contracts

(Print or type name and title of signer)

Company Address: 2910 Hwy 31 NW Hartselle AL 35640

Telephone Number: 256-751-5578

Toll Free Number: N/A

Fax Number: 256-351-8680

Date: 5/17/2016

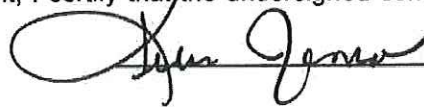
## DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that Associated Diversified Services Inc does:  
(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the undersigned complies fully with the above requirements.



Signature

Kelli James

Name of Proposer

5/17/2016

Date



**FMPA RFP 2016 – 202**  
**Overhead Distribution System Pricing**

**Contractor Company Name:** Associated Diversified Services Inc.

**Authorized Signature:**  **Date:** 05/17/2016

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Overhead Distribution System Work				
Description	Unit Price			
Mobilization Rate for 3-person crew <sup>1</sup> , including bucket truck	\$ 85.63 per MH			
Mileage Rate for 3-person crew <sup>1</sup> , including bucket truck (per mile)	\$ 12.95 per mile			
<sup>1</sup> For estimation purposes, a 3-person crew must include a minimum: 1 Foreman, 1 Journeyman Lineman, 1 Apprentice.				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate	\$43.35	\$53.17	\$68.77	\$80.85
Overtime Rate	\$65.03	\$79.76	\$103.16	\$121.28
Rate for Energized Work	\$43.35	\$53.17	\$68.77	\$80.85
Overtime Rate for Energized Work	\$65.03	\$79.76	\$103.16	\$121.18
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
ADSI has crews located in the following states: Alabama, Georgia, Florida, Texas, Oklahoma, Louisiana and Virginia (mobilization for us could vary based on state crews are mobilized from)				
<input type="checkbox"/> Check here if you decline to bid on Overhead Distribution System Work				

**FMPA RFP 2016 – 202  
Transmission System Pricing**

**Contractor Company Name:** Associated Divesified Services Inc.

**Authorized Signature:** 

**Date:** 05/17/2016

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<b>Transmission System Work</b>				
<b>Description</b>				<b>Unit Price</b>
Mobilization Rate for 5-person crew <sup>2</sup> , including bucket truck				\$
Mileage Rate for 5-person crew <sup>2</sup> (per mile)				\$
<sup>2</sup> For estimation purposes, a five-person crew must include a minimum - 1 foreman, 2 linemen, 2 apprentices				
<b>Hourly Labor Rates (\$/Hr)</b>				
	Groundman	Apprentice	Journeyman Lineman	Foreman
<b>Standard Rate</b>				
<b>Overtime Rate</b>				
<b>Rate for Energized Work</b>				
<b>Overtime Rate for Energized Work</b>				
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
<input checked="" type="checkbox"/> Check here if you decline to bid on Transmission System Work				



**FMPA RFP 2016 – 202**  
**Miscellaneous Equipment and Charges - Pricing**

**Contractor Company Name:** Associated Diversified Services Inc.

**Authorized Signature:**  **Date:** 05/17/2016

**PRICING:**

Please provide general pricing information for the following. This pricing will be used for comparative purposes to evaluate proposals, in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Miscellaneous Charges	
Description	Unit Price
Hourly Rate for Digger Derrick Truck	\$ 37.29
Hourly Rate for Crew Truck	\$ 17.25
Hourly Rate for Underground Truck	\$ N/A
Hourly Rate for Wire Puller	\$ 24.77
Hourly Rate for Wire Trailer	\$ 5.75
Hourly Rate for Pole Trailer	\$ 4.60
Hourly Rate for Bucket Truck - 46 thru 65 feet Boom/Bucket	\$ 36.84

<b>Miscellaneous Charges</b>	
(Continued)	
<b>Description</b>	<b>Unit Price</b>
Hourly Rate for Bucket Truck - 100 foot Boom/Bucket	\$N/A
Hourly Rate for Bucket Truck – 140 foot Boom/Bucket	\$ N/A
Hourly Rate for Trencher	\$ 31.92
Hourly Rate for Backhoe	\$ 45.00
Per Diem Rate per person	\$ 170.00
Per Diem "Premium" rate per person for specific FMPA Member locations (Please specify zones or member locations in the section below.)	\$ 225.00
Charge if work is cancelled prior to mobilization	\$ 2,568.80
Charge if work is cancelled after mobilization	\$ 5,137.60
Mark-Up for Materials	% 15
Additional Information, Notes or Clarifications on pricing provided:	

Authorized Signature: [Signature] Date: 05/17/2016

**Please note any specific type of work or projects that your firm is unable or unwilling to perform under this RFP:**





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)  
07/27/2016

Holder Identifier:

Certificate No.: 570063172146

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services South, Inc.  
Atlanta GA Office  
3565 Piedmont Rd NE, Bldg 1, #700  
Atlanta GA 30305 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX  
(A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED  
Associated Diversified Services, Inc.  
2910 Highway 31 NW  
Hartselle AL 35640 USA

INSURER A: Greenwich Insurance Company 22322  
INSURER B: XL Specialty Insurance Co 37885  
INSURER C: Chubb Custom Insurance Co. 38989  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 570063172146

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CGD7409352	10/30/2014	10/30/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAD 7409353	10/30/2014	10/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00068495114A	10/30/2014	10/30/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CMD7409351 CWR7409350	10/30/2014 10/30/2014	10/30/2015 10/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Env Contr Poll			37314320 SIR applies per policy terms & conditions	10/30/2014	10/30/2017	Occ/Aggr \$10,000,000 SIR \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Pollution Liability policies. General Liability, Automobile Liability and Pollution Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. The Umbrella Liability policy is follow form over the General Liability, Automobile Liability and Employers Liability policies. Should any of the above described policies be cancelled before the expiration date thereof,

## CERTIFICATE HOLDER

## CANCELLATION

Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando FL 32819-9002 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc*



AGENCY CUSTOMER ID: 570000062299

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Associated Diversified Services, Inc.	
POLICY NUMBER See Certificate Number: 570063172146			
CARRIER See Certificate Number: 570063172146	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

**PROPOSAL SUBMITTED IN RESPONSE TO RFP**



# DISTRIBUTION

## Construction & Maintenance Capabilities

- ✦ Overhead Construction And Maintenance
- ✦ Underground Boring, Construction And Maintenance
- ✦ Joint Trench/Multiple Utility Installations
- ✦ Transformer Installation For Industrial, Commercial, And Residential Customers
- ✦ Underground Cable Replacement
- ✦ Line Conversions, Re-Conducting And Other Modification's
- ✦ Project And Construction Management
- ✦ Relocations Associated With Roadway Improvements
- ✦ Make-ready Work For Communication Infrastructure
- ✦ Lighting Installation and Maintenance
- ✦ Emergency Storm Restoration



# PROJECT HIGHLIGHT

**Customer: Alabama Power Company**

600 18<sup>th</sup> St. N Birmingham, AL 35203

**Contact:** Tim Tavel - Phone: (205)706-2444 Email: [thavel@southernco.com](mailto:thavel@southernco.com)

**Project Value:** \$67 Million (Total Revenue to Date)

**Project Location:** Multiple locations throughout state of Alabama

**Project Duration:** May 2006 to Present

**Project Scope:** Diversified provides approximately 15 crews throughout the Alabama Power System.

Our core work consists of OH distribution pole pulling, pole setting, pole change outs, re-conductoring, removal and installation of temporary OH and UG services, emergency call out, new construction and other stimulus related projects.

Within the Southern Company system we are considered a "Choice" contractor due to our quality of work, fast response time, safety record and our dependability to provide uninterrupted service to their customers.





# PROJECT HIGHLIGHT

**Customer: Georgia Power Company**

241 Ralph McGill Blvd. NE Atlanta, GA 30308

**Contact:** Ray Perry – Phone:(404)839-1377 Email: [rperry@southernco.com](mailto:rperry@southernco.com)

**Contract Value:** \$28 Million (Total Revenue to Date)

**Project Location:** Multiple locations throughout the state of Georgia

**Project Duration:** 2006 to present

**Project Scope:** Diversified provides approximately 10 crews throughout the Georgia Power system.

Our core work consists of pole change outs, pole pulling, removal and installation of temporary OH and UG services, street light installation/maintenance and maintaining overhead and underground distribution lines. In addition to this we also provide specialty crews responding to trouble calls and emergency call outs.

Within the Southern Company system we are considered a “Choice” contractor due to our quality of work, fast response time, safety record and our dependability to provide uninterrupted service to their customers.





# PROJECT HIGHLIGHT

**Customer:** Oklahoma Gas & Electric

321 N Harvey Ave. Oklahoma City, OK 73102

**Contact:** Ali Wint - Phone (405)990-0363

**Project Value:** \$13 Million (total revenue to date)

**Project Location:** Oklahoma City and surrounding areas

**Project Duration:** May 2011 to present

**Project Scope:** Diversified provides 8 crews performing duties on OG&E system

Our core work consists of OH distribution pole pulling, pole setting, pole change outs, re-conductoring, removal and installation of temporary OH and UG service, emergency call out and new construction.



# PROJECT HIGHLIGHT

**Customer: Terrebonne Parish Consolidated Government**

8026 Main St. Houma, LA 70360

**Contact:** Phil Liner – Phone:(985)873-6762 Email: [pliner@tpcg.org](mailto:pliner@tpcg.org)

**Project Value:** \$8 Million (Total Revenue to Date)

**Project Location:** Houma, LA

**Project Duration:** May 2009 to Present

**Project Scope:** This contract is unique in the fact that Diversified is the sole provider of service for the City of Houma performing all duties related to the city's power grid. Our core work consists of overhead and underground distribution, transmission and substation construction/maintenance, pole change outs, re-conductoring, street lighting installation/maintenance, removal and installation of temporary OH and UG services, as well as trouble and emergency call response. Essentially, Diversified serves as the City of Houma's "Power Company".

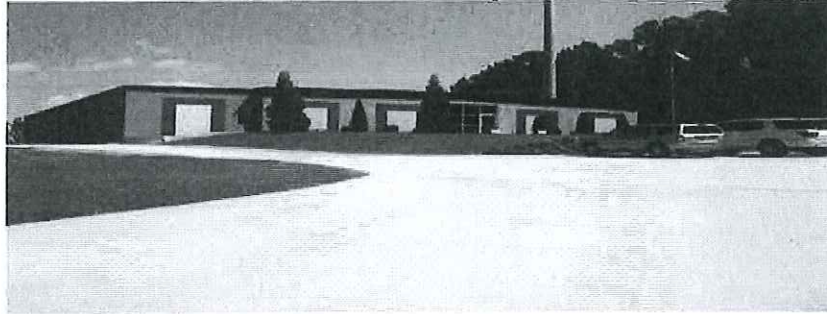






Associated Diversified Services, Inc.  
2910 Highway 31 NW Hartselle Alabama 35640

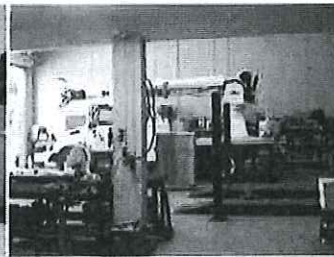
Our headquarters is made up of approximately 22,500 square feet of modern office space, a training classroom, warehouse and mechanic shop and is situated on 14 acres of land on Highway 31 between Huntsville and Birmingham.



The main office totals 13,800 square ft. including 3 conference rooms, 25 networked offices, 5 Restrooms, a kitchen and large lobby with several public gathering areas as well as an executive phone and paging system, security systems including alarm and motion camera surveillance.



Out Building 1 is 3540 square ft. and includes 3 offices and 5 garage bays to house tools and small machinery.



Out Building 2 totals 3950 square ft. of space on the main floor consisting of 3 garage areas for fleet repairs and a body shop bay. The 1020 square ft. second level includes a classroom for training, video presentations and field conferences.





A POWERTEAM SERVICES COMPANY

Classification	Total
Apprentice Class 1/Operators	18
Apprentice Class 2	4
Apprentice Class 3	9
Apprentice Class 4	17
Apprentice Class 5	11
Apprentice Class 6	17
Apprentice Class 7	10
Division Manager	2
Formen	86
General Foreman	12
Superintendents	2
Journey Lineman	31
Lineman A	60
Lineman B	36
Groundman/Truck Driver	71
Vice Presidents	2
Safety Department	8
Unit Writers	3
Mechaincs	14
Office Support Staff	40

4/1/2016

**Summary**

Buckets	221
Diggers	133
Pickups	154
Trailers	227
Other Equipment	70
<b>Total</b>	<b>805</b>

**Buckets**

Buckets	186
Squirt Buckets	20
Mini Buckets	13
Skidder Buckets	2
<b>Total Buckets</b>	<b>221</b>

**Diggers**

Diggers	106
Mini Diggers	22
Track Diggers	5
<b>Total Diggers</b>	<b>133</b>

**Pickups**

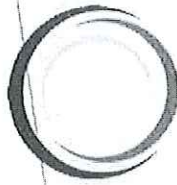
Pickups	142
Mechanic Trucks	10
Service Trucks	1
Vac Truck	1
<b>Total Trucks</b>	<b>154</b>

**Trailers**

Pole Trailers	87
Material Trailers	124
Haul Truck Trailer	1
Covered Trailers	11
Reel Carriers	4
<b>Total Trailers</b>	<b>227</b>

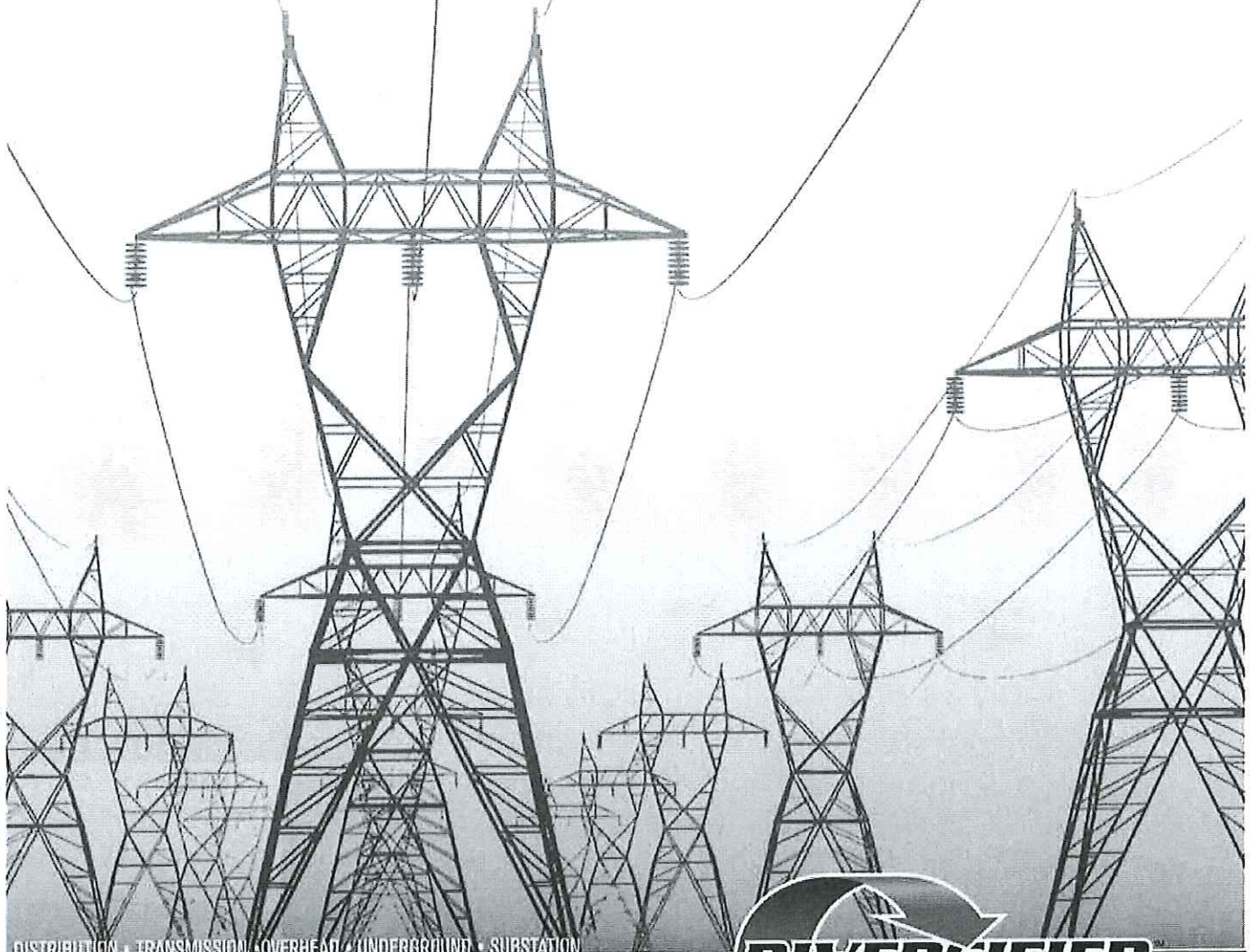
**Other Equipment**

Pullers	23
Tensioners	19
Rock Rig	1
Boring Machines	3
Vac Machine	3
Air Compressors	6
Arrow Boards	3
Bobcats	4
Excavtors	2
Spider Systems	3
Trenchers	3
<b>Total Other Equipment</b>	<b>70</b>



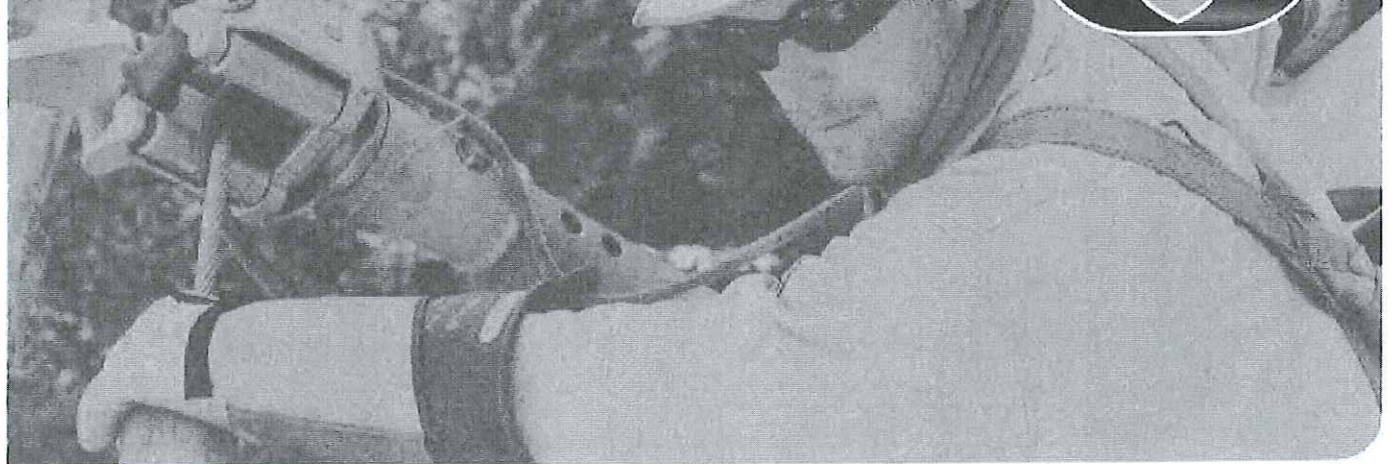
**POWERTEAM  
SERVICES**

*ELECTRIC DIVISION*



DISTRIBUTION • TRANSMISSION • OVERHEAD • UNDERGROUND • SUBSTATION

ENVIRONMENTAL SERVICES • HYDROEXCAVATION • RENEWABLE ENERGY • RIGHT OF WAY





## POWERTEAM SERVICES, LLC

PowerTeam Services, LLC has nearly 40 years experience in providing resources to the utility industry. We offer Construction Services in:

- |                |                             |                                |                    |
|----------------|-----------------------------|--------------------------------|--------------------|
| + Distribution | + Fiber optic installation  | + Environmental Services/SWPPP | + Pier Foundations |
| + Transmission | + BPL conversion.           | + Right of Way Clearing        | + Renewable Energy |
| + Substation   | + Storm and Disaster Relief | + Hydro Excavation             |                    |

We serve the public and private utility sectors as well as government entities and engineering firms.

## SAFETY, RELIABILITY & PRODUCTIVITY

*At PowerTeam Services, LLC, we are leaders in all three areas.*



### SAFETY... A VALUE NOT JUST A RESPONSIBILITY

Safety is a core value for us – ALWAYS. We believe that investing in safety will pay great dividends. Daily tailgate meetings with each crew are a key component in our safety program. Our supervisors analyze job hazards and discuss control procedures for every project. As a company, it is our job to equip and train our people in ways which exceed industry standards. We celebrate the idea that our people are our most valuable and vulnerable asset and we are committed to cultivating this appreciation in order to protect these individuals and the public at large.

We have a comprehensive rotating training and certification schedule for the following:

- |                                 |   |
|---------------------------------|---|
| + Bucket Rescue                 | + Pole Top Rescue                               |
| + Osha 10 & 30                  | + Skill Level Evaluation                        |
| + Defensive Driving             | + Required "POWERSAFE" Training                 |
| + First Aid/CPR                 | + Signal Person Training                        |
| + Flagging                      | + Qualified Observer Training                   |
| + Derrick Truck Operation       | + Trenching & Excavation                        |
| + Line Cover Up                 | + Confined Space Training                       |
| + MSHA                          | + HAZCOM  |
| + Personal Protection Equipment | + Other Required Specialized Training Available |
| + Human Performance             |   |

We boldly celebrate, incentivize and monetarily reward our safe employees as a tool to create safety awareness and even competition. This has produced a safety culture that resonates company wide.



### COMMUNICATIONS = SAFETY & PRODUCTIVITY

Cutting-edge communication is at the heart of safety and productivity. All PowerTeam Services Companies field supervision is provided with mobile smart devices providing instant communication on the job site. In congested cities, rural areas and in the aftermath of storms, this crucial piece of equipment plays a critical role in corresponding with field crews and sharing current safety issues as well as checking all-clear situations.

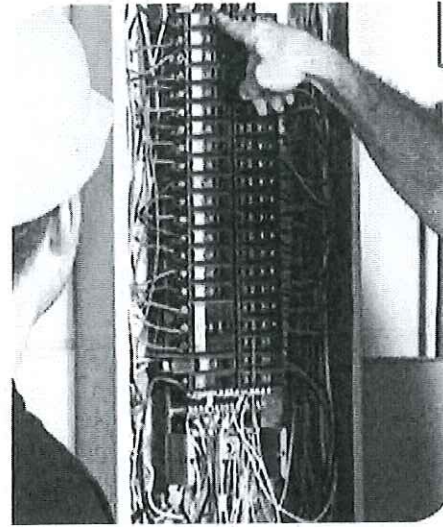
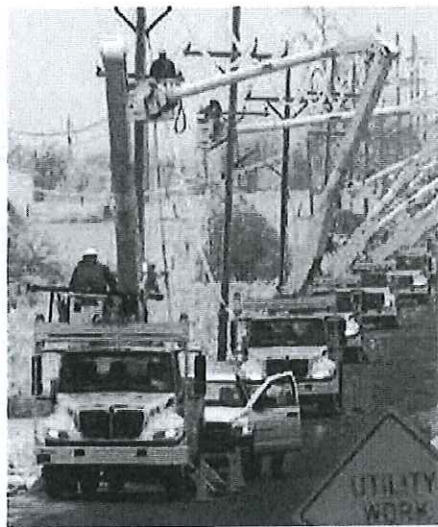
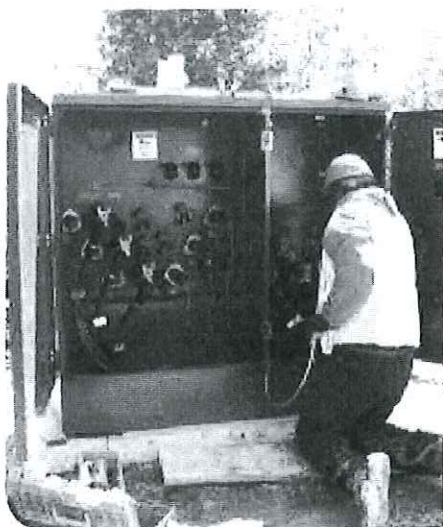
### AGE OF OUR FLEET & EQUIPMENT

Customers *understand* that newer, well-maintained equipment reduces safety issues, improves productivity and reduces downtime. In addition our entire fleet is equipped with WEXSMARTM GPS devices providing real time tracking data which is accessible to our customers.

We *understand* that providing new equipment speaks to our partnerships with our customers as well as our employees. We see it as an outward expression of our desire to go beyond the standard thoughts of the bottom line. Through this investment we prove that we value our employees and strive to equip them in ways which allow for superior service to our customers in the most safe and efficient manner.







## MANAGEMENT PHILOSOPHY

High expectations are set for our team members. In exchange we provide them with the necessary tools and training needed to meet these expectations. We encourage proactive suggestions from our employees and operate with an open-door policy. This allows for an effective communication flow and aids us in our goal to work more safely and efficiently. The senior management team believes in encouraging employee success through incentives. We believe that a job well done should be celebrated and rewarded. This management philosophy results in committed employees who give their best for our customers because they understand that this behavior positively affects our bottom line and secures their own futures.



## STORM RESPONSE

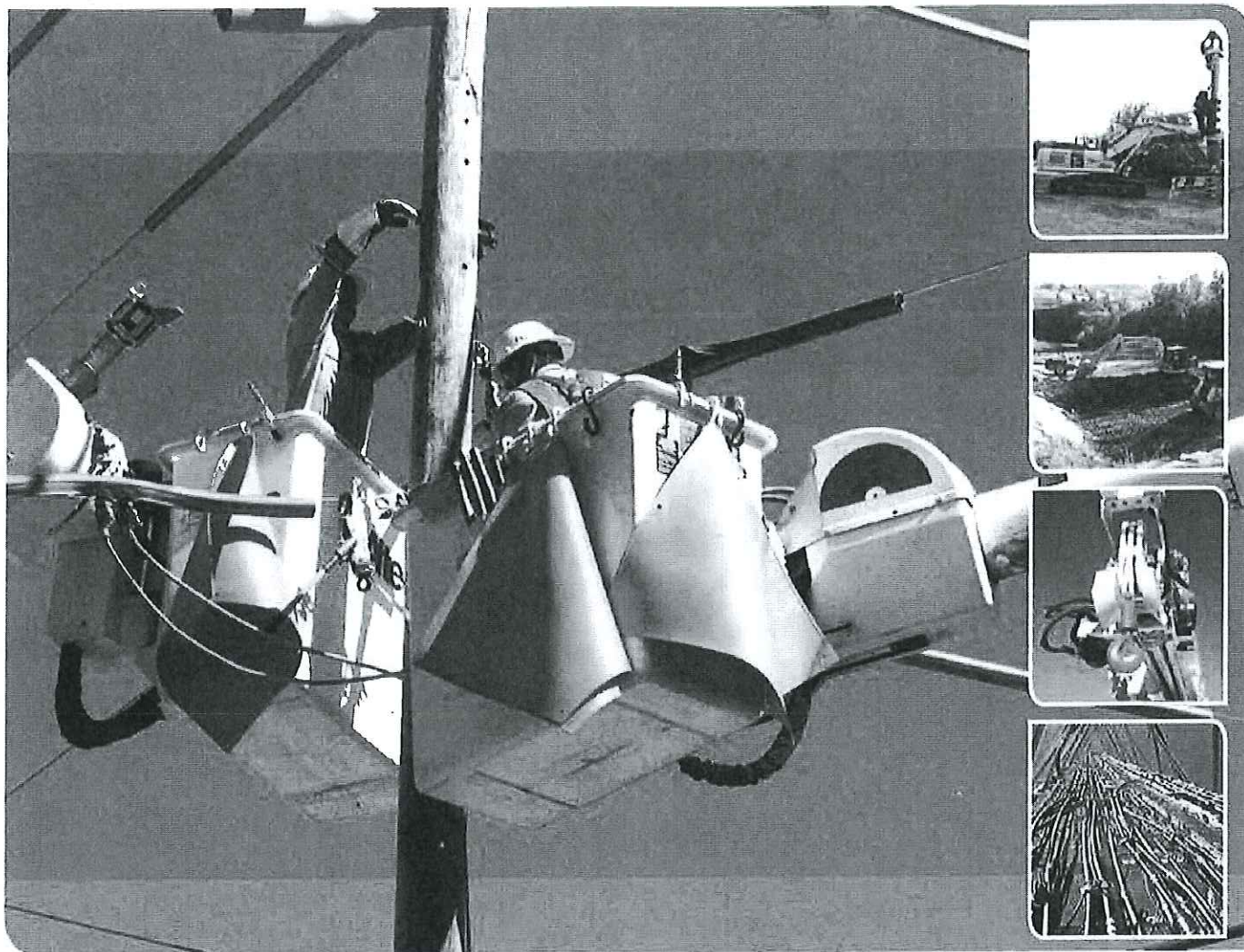
**We're there when you need us most.** The ability to effectively and efficiently respond to a severe weather event and restore power is a critical requirement. When disaster strikes, PowerTeam Services Companies are ready and understands what it takes to get geared up for deployment to the site. Upon arrival we're eager and prepared to serve your community in its time of need.

## FORMING PARTNERS FOR SUCCESS

Understanding the needs of our clients – and those of their customers – is a prominent strength of PowerTeam Services Companies. We strive to communicate well, exceed expectations and build strong relationships within our company and with our customers. With nearly 40 years of in-the-field experience, strong employee training and an emphasis on professional service, we have an established reputation for being partners for success.

Representing your company to your customers professionally and with helpful services is another of our company priorities. Our employees and equipment wear the PowerTeam Services Companies logo. You can be confident they will represent you well.





## MESSAGE FROM POWERTEAM SERVICES, LLC

PowerTeam Services Companies draws off 40+ years of servicing the best and strongest customers in this industry. Our goal will always be to apply the lessons learned through our achievements and missteps over those years to create a lasting company with the right culture and priorities. We believe in hard work, rewarding achievers and following through on promises made. We put our faith first, then our customers and employees and then ourselves. This priority structure guides all we do and every decision we make. The fact is that we love this industry and our place in it. We are honored to serve our employees and our customers and we enjoy coming to work each day. Some may say that we do business a little differently...we are proud of that. The results are a well-balanced company with the right values.

We purposefully structured this company to be one that encourages and facilitates communication and problem-solving initiatives with an attitude that a solution is our obligation and is absolutely within reach. We invite you to call us to discuss how a PowerTeam Service company can partner with you to solve your utility challenges. We welcome the chance to speak with you.



**POWERTEAM**  
SERVICES  
SELECTED DIVISION



Associated Diversified Services, Inc.  
2910 Hwy 31 NW  
Hartselle, AL 35640

P: 256-351-8622  
F: 256-351-8680  
[www.WeAreDiversified.com](http://www.WeAreDiversified.com)

Scan the QR code with your smart phone with a QR code reader app or download a QR code reader app for free to learn more about Diversified Services.





A POWERTEAM  SERVICES COMPANY

## Training Overview

- ✓ New Employee Orientation
- ✓ Osha 10 & 30 Training
- ✓ Apprentice Lineman Program-4 year program
- ✓ 4 Tier Supervisor Training (16 weeks total)
- ✓ CPR/FA-Yearly
- ✓ Blood borne Pathogens-Yearly
- ✓ Hazard Communications-Yearly
- ✓ Pole Top/Bucket Truck Rescue-Yearly
- ✓ Traffic Flagging-every other year
- ✓ Insulate/isolate-Yearly (Line Cover-up)
- ✓ Electrical Training-Yearly
- ✓ Incident Reporting-Yearly
- ✓ Hearing Protection-Yearly
- ✓ Defensive Driving-Yearly
- ✓ Re-Defining Passenger-Yearly
- ✓ Heat Stress-Yearly
- ✓ Hazard Focus Training-Monthly
- ✓ Smith Driving Training-Starting in 3 months-Yearly



Proposal Contents



Q#5 - Cost estimates will be developed by utilizing crew man hour rates \* estimated project man hours. For lump sum projects, we will develop unit prices by work point to support the crew(s) budget(s) for the duration of the project.

Q#6 - Projects will be staffed and managed according to the scope of work involved. All projects will have a schedule that supports crew budgets and completed in a timely manner excluding any events outside management control. The common invoice practice will be monthly excluding small jobs which will be invoiced upon completion.



A POWERTEAM  SERVICES COMPANY

## REFERENCES

1. Alabama Power Company  
600 18<sup>th</sup> Street North  
Birmingham AL 35203  
Tim Tavel  
[thtavel@southernco.com](mailto:thtavel@southernco.com)  
205-706-2444  
2006 to Present  
Maintenance, Reconductor, Pole Change out
2. Cullman EMC  
P.O. Box 1168  
Cullman AL 35056  
Kyle Baggett  
[kyleb@cullmanec.com](mailto:kyleb@cullmanec.com)  
256-737-3237  
2013 to Present  
Pole Change out, Reconductor, Conversion
3. Terrebonne Parish Consolidated Government  
301 Plant Road  
Houma LA 70361  
Phil Liner  
2007 to Present  
Overhead and underground maintenance, Street Lighting, New construction
4. Joe Wheeler EMC  
25700 Alabama HWY 24  
Trinity AL 35673  
Ken McGee  
[kmcgee@jwemc.com](mailto:kmcgee@jwemc.com)  
256-552-2309  
2008 to Present  
Pole Change out, reconductor, new construction
5. OG&E  
321 North Harvey Street  
Oklahoma City OK 73102  
Bill Allensworth  
405-380-4769  
2011 to Present  
Pole Change out, reconductor, new construction, underground utilities



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: POWERTEAM SERVICES LLC

Risk ID: 911830086

Rating Effective Date: 10/30/2015

Production Date: 09/09/2015

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.73		9,227,918	12,374,165	3,146,247	6,653,603	1,266,024	8,310,159	1,656,556
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	1,656,556		C * (1 - A) + G 3,757,562		(A) * (F) 4,857,130		(J) 10,271,248
Expected	(E)	3,146,247		C * (1 - A) + G 3,757,562		(A) * (C) 6,736,380		(K) 13,640,189
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors		1.00	1.00			(J) / (K) .75		

### REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

THE TENNESSEE CODE ANNOTATED SECTION 50-6-501 REQUIRES EVERY PUBLIC OR PRIVATE EMPLOYER THAT IS SUBJECT TO THE WORKERS COMPENSATION STATUTE TO "ESTABLISH AND ADMINISTER A SAFETY COMMITTEE IN ACCORDANCE WITH RULES ADOPTED PURSUANT TO T.C.A. SECTION 50-6-502 IF THE EMPLOYER HAS AN EXPERIENCE MODIFICATION RATE EQUAL TO OR GREATER THAN 1.2."

RATING REVISED TO REFLECT APPROVED RATING VALUES

© Copyright 1993-2015, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability therefor.





## Mod Factors

### POWERTEAM SERVICES LLC

Mod Factor **0.89**

Status Final

Risk ID 911830086

Rating Eff Date 10/30/2014

Production Date 10/29/2014

ARAP 1.00 FLARAP 1.00 SARAP MAARAP

#### Comments

THIS RATING WAS REVISED TO ADD THE EXPERIENCE FOR POWERTEAM SERVICES LLC, KS ENERGY SERVICES AND SOUTHEAST CONNECTION LLC, DUE TO AN OWNERSHIP RULING COMPLETED ON 10/29/2014. PRIOR TO 08/29/2013, POWERTEAM SERVICES LLC, KS ENERGY SERVICES AND SOUTHEAST CONNECTION LLC WERE EXPERIENCE RATED UNDER RISK ID#911771152. THIS RATING WAS REVISED TO ADD THE EXPERIENCE FOR DISTRIBUTION CONSTRUCTION LLC, DUE TO AN OWNERSHIP RULING COMPLETED ON 10/29/2014. PRIOR TO 08/29/2013 DISTRIBUTION CONSTRUCTION LLC WAS EXPERIENCE RATED UNDER RISK ID#910477781. THIS RATING WAS REVISED TO ADD THE EXPERIENCE FOR ASSOCIATED DIVERSIFIED SERVICES AND EAST COAST UNDERGROUND, DUE TO AN OWNERSHIP RULING COMPLETED ON 10/29/2014. PRIOR TO 08/29/2013, ASSOCIATED DIVERSIFIED SERVICES AND EAST COAST UNDERGROUND WERE EXPERIENCE RATED UNDER RISK ID#911884720.

### POWERTEAM SERVICES LLC

Mod Factor **0.92**

Status Final

Risk ID 911830086

Rating Eff Date 10/30/2013

Production Date 11/24/2014

ARAP 1.00 FLARAP 1.00 SARAP MAARAP

#### Comments

REVISED RATING TO INCLUDE UPDATED DATA FOR: NC, POL. #: WC206443900, EFF.: 09/16/2009

© Copyright 1993-2014. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability therefor.

## POWERTEAM SERVICES LLC

**Risk ID** 911830086

**Rating Eff Date** 10/20/2012

**Production Date** 10/30/2014

**Mod Factor** \*

**Status** Final

**ARAP** 1.00 **FLARAP** 1.00 **SARAP** **MAARAP**

### Comments

DUE TO AN OWNERSHIP RULING, MORE THAN ONE MOD APPLIES. EFFECTIVE 10/20/2012 TO 08/29/2013 , .70 APPLIES TO T & D SOLUTIONS LLC AND POWER BUYER LLC. EFFECTIVE 08/29/2013 TO 10/30/2013 .78 APPLIES TO T & D SOLUTIONS LLC, POWER BUYER LLC, POWERTEAM SERVICES LLC, KS ENERGY SERVICES, SOUTHEAST CONNECTIONS LLC, DISTRIBUTION CONSTRUCTION LLC, ASSOCIATED DIVERSIFIED SERVICES AND EAST COAST UNDERGROUND REVISED RATING TO INCLUDE UPDATED DATA FOR: GA POL#WCV422129801, EFF.: 12/30/2008 REVISED RATING TO INCLUDE UPDATED DATA FOR: WI POL#DTDTCEUB2279M80708, EFF.: 05/17/2008

© Copyright 1993-2014. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.

# WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: T AND D SOLUTIONS LTD

Risk ID: 911830086

Rating Effective Date: 10/20/2013

Production Date: 06/07/2013

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.69		2,168,544	2,628,251	459,707	1,870,538	199,066	2,086,108	215,570

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 215,570	$C * (1 - A) + G$ 871,315	$(A) * (F)$ 1,290,671	(J) 2,377,556
Expected	(E) 459,707	$C * (1 - A) + G$ 871,315	$(A) * (C)$ 1,496,295	(K) 2,827,317
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00	1.00		
				(J) / (K) .84

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

\*NOTICE - THIS IS A PRELIMINARY MODIFICATION\*

COMPLETE PAYROLL AND LOSS DATA HAVE BEEN APPLIED TO CURRENT RATING VALUES BUT A FINAL MODIFICATION CANNOT BE PROMULGATED UNTIL PENDING RATE FILING HAS BEEN APPROVED FOR THE STATES IDENTIFIED WITH AN \* ABOVE. THE TENNESSEE CODE ANNOTATED 750-6-501 REQUIRES EVERY PUBLIC OR PRIVATE EMPLOYER THAT IS SUBJECT TO THE WORKERS COMPENSATION STATUTE TO "ESTABLISH AND ADMINISTER A SAFETY COMMITTEE IN ACCORDANCE WITH RULES ADOPTED PURSUANT TO T.C.A. 750-6-502 IF THE EMPLOYER HAS AN EXPERIENCE MODIFICATION RATE EQUAL TO OR GREATER THAN 1.2."

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATES APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

Carrier: 22640 - 019 Policy: VTFUB6A02060712

Eff-Date: 10/20/2012 Exp-Date: 10/20/2013

Copyright 1993-2013. All rights reserved. This experience modification factor is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this experience rating modification factor or any part thereof may be used without the written consent of NCCI. NCCI makes no representation or warranty, expressed or implied, as to any matter whatsoever including but not limited to the accuracy of any information, product or service furnished hereunder and, as to NCCI, recipient of this experience rating modification factor subscribes to and utilizes the information service "as is".





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**WHALEY, GARY E  
ASSOCIATED DIVERSIFIED SERVICES INC.  
2910 HWY 31 NW  
HARTSELLE AL 35640**

**Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.**

**Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridallicense.com](http://www.myfloridallicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.**

**Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!**



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**EC13007225**

**ISSUED: 11/23/2015**

**CERTIFIED ELECTRICAL CONTRACTOR  
WHALEY, GARY E  
ASSOCIATED DIVERSIFIED SERVICES IN**

**IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2016 L1511230000608**

**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD**

<b>LICENSE NUMBER</b>	
<b>EC13007225</b>	<b>ADDITIONAL BUSINESS QUALIFICATION</b>

**The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016**

**WHALEY, GARY E  
ASSOCIATED DIVERSIFIED SERVICES INC.  
2910 HWY 31 NW  
HARTSELLE AL 35640**



**ISSUED: 11/23/2015**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L1511230000608**

**FMPA RFP 2016-202**  
**Request for Proposals for the Provision of Electric Utility Transmission & Distribution**  
**System Construction and Maintenance Services**  
**Summary of Questions & Answers**  
(May 17, 2016)

The following provides a list of questions regarding FMPA's RFP 2016-202 and FMPA's responses:

- 1. Are bids from the member utilities going to be time and equipment, time and equipment not-to-exceed, or lump sum?**  
*The bids provided to the member utilities can be any of the three noted above, depending upon the member utility's specific needs. However, it is likely that most member utilities would prefer to use a lump sum/not to exceed type pricing when possible.*
- 2. When will the time and equipment rates be utilized from Appendix B?**  
*The time and equipment rates from Appendix B will be used by FMPA and participating members to evaluate the proposals received and to compare general pricing between bidders. The awarded contractor(s) will be asked to enter into a Master Agreement between FMPA and the contractor. This Master Agreement will include a Standard Pricing list that can be updated on a periodic basis (i.e., annually). FMPA and the awarded contractor(s) will work together to determine the appropriate items for the Standard Pricing list, which may include some of the items from the time and equipment rates noted in Appendix B.*
- 3. When will the mileage rate apply? When will the mobilization rate be utilized?**  
*The mileage rates and mobilization rates included in the proposals will be used by FMPA and participating members to evaluate the proposals and compare general pricing between bidders. After that, the mileage rate and the mobilization rates would apply when the awarded contractor(s) develop a Scope of Work and associated price for each specific member project.*
- 4. Is there an anticipated spend or man hours of work associated with this request-for-proposal?**  
*Unfortunately, we do not have an estimate of the spend or man hours of work for the RFP. However, most of the participating members listed in the RFP have indicated that they currently have upcoming projects. In addition, other member utilities not specifically listed in the RFP may have future projects.*
- 5. Will the contractor be expected to bid on every project if selected as an approved contractor?**  
*Once one or more contractors are selected under the RFP, participating members will be given the option to select which contractor they would like to have bid on a project. When a member selects one of the awarded contractors for a project, we are hopeful that the contractor can develop a scope of work and associated cost estimate for the project and*



complete the work. However, we understand that there may be circumstances in which the contractor is not able to take on every project.

6. **Can you elaborate on what the following statement is assumed to mean, "Awarded contractors will be required to submit specific scope-of-work"?**

*One or more contractors will be selected under this RFP. We anticipate that each member project will have many variables that need to be considered, so the pricing for each project will be very project-specific and member-specific. Therefore, when a member needs the services of the selected contractor, they will work directly with the contractor to develop the specific scope of work for their project and the associated cost estimate for the specific project. (We will use the Standard Pricing list noted above as a guide to ensure that the cost estimate for each project is consistent with the Standard Pricing list. However, we realize that there are many other items or components that will need to be included in the price that may not be listed on the Standard Pricing list.)*

7. **What are you looking for in Mobilization Rate: Man Hour Rate or lump sum point A to point B?**

*The information can be presented either way, as long as it is clear which way it is being presented, and FMPA can calculate estimates for various members using the information provided.*

8. **The bid forms ask for the location where mobilization begins and ends for each FMPA Member Zone. Can you please clarify what you are looking for there?**

*This section is looking for a means to calculate the estimated mileage for various member cities. For example, if the contractor has multiple locations, then it is likely that you would mobilize a crew from the nearest location to the Zone where the work will be completed. An example could be a contractor that has a location in northern Florida (i.e., Location X) and a location in southern Florida (i.e., Location Y). Then the location noted on the Bid Form for Zone 5, Zone 1 and Zone 2 might be Location X, and the location noted for Zone 3 and Zone 4 might be Location Y. Or, if the contractor only has one location, then that location would be noted for every zone, assuming you can mobilize a crew to every zone.*

9. **Can you please clarify what costs should be included in the Mobilization Charge? For example, should we include the hours to drive to the specific location and/or mileage?**

*For the Mobilization Charge, we are looking for a flat fee to get a crew and truck ready for mobilizing to the site. It is our understanding that any man hours or mileage will be captured in the hourly rate, per diem rate, or mileage rate. We are open to variations in how the pricing is calculated, as long as it is clear what is included in the costs so that we can reasonably estimate costs.*





**A POWERTEAM SERVICES COMPANY**

Associated Diversified Services Inc.  
 2910 Hwy 31 NW, Hartselle, AL 35640  
 p 256-773-1665 • f 256-751-5612  
[www.WeAreDiversified.com](http://www.WeAreDiversified.com)

NAME	TITLE	EMAIL	OFFICE	CELL	HOME	SOUTHERN LINC	SOUTHERN LINC ID
KELLI JAMES ***Bidding Contact	DIRECTOR OF CONTRACTS/STORM RESPONSE	<a href="mailto:KJAMES@WEAREDIVERSIFIED.COM">KJAMES@WEAREDIVERSIFIED.COM</a>	256-773-1665	256-221-8704	256-233-8097		
ALLEN BASS	SR. VP OF OPERATIONS	<a href="mailto:ABASS@WEAREDIVERSIFIED.COM">ABASS@WEAREDIVERSIFIED.COM</a>	256-773-1665	256-303-2484	256-486-3550	256-260-3408	39*124
ROY HARRINGTON	SR. VP OF OPERATIONS	<a href="mailto:RHARRINGTON@WEAREDIVERSIFIED.COM">RHARRINGTON@WEAREDIVERSIFIED.COM</a>		256-221-1971	337-945-0357		
ALEX GRAHAM	CHIEF OPERATING OFFICER	<a href="mailto:AGRAHAM@POWERTEAMSERVICES.COM">AGRAHAM@POWERTEAMSERVICES.COM</a>		954-454-7015			
JOHN DEVILLE	SAFETY MANAGER	<a href="mailto:JDEVILLE@POWERTEAMSERVICES.COM">JDEVILLE@POWERTEAMSERVICES.COM</a>		361-944-7269			
DIANA CLEMONS	BILLING MANAGER	<a href="mailto:DCLEMONS@WEAREDIVERSIFIED.COM">DCLEMONS@WEAREDIVERSIFIED.COM</a>	256-773-1665				

\*Primary storm response and contract contacts highlighted in yellow